

TOLLING AGREEMENT

This Tolling Agreement ("Agreement"), dated as of March 26, 2009 (the "Effective Date"), is entered into by and among CITY OF DIAMOND BAR, a municipal corporation ("Diamond Bar"), CITY OF INDUSTRY, a municipal corporation ("Industry"), and INDUSTRY EAST BUSINESS CENTER, LLC, a Delaware limited liability company ("IEBC"). Diamond Bar, Industry and IEBC are sometimes individually referred to herein as a "Party" and collectively as the "Parties". This Agreement is entered into with reference to the following facts and circumstances:

RECITALS

A. On October 28, 2004, the Industry City Council certified a Final Environmental Impact Report (the "2004 FEIR") for a mixed-use project on 592 acres of land at the eastern edge of Industry (the "IBC Site"), which project included 4,779,000 square feet of industrial, retail, office and commercial improvements (the "2004 Plan of Development").

B. In 2008, IEBC proposed a plan of development (the "2008 Plan of Development") on approximately 512 acres of the IBC Site for a project that includes a 75,000-seat stadium and stadium-related facilities that meet the programmatic requirements of the National Football League, 2,985,000 square feet of retail, office and other commercial improvements, and three parking structures (the "Project").

C. On September 8, 2008, Industry circulated a Draft Supplement to Industry Business Center Environmental Impact Report (the "Draft SEIR") for the Project. On January 22, 2009, the Industry City Council certified a Final Supplement to Industry Business Center Environmental Impact Report (the "Original Final SEIR") for the Project pursuant to Resolution No. 2263. On February 26, 2009, the Industry City Council certified a revised Final Supplement to Industry Business Center Environmental Impact Report (the "Revised Final SEIR") for the Project, which superseded the Original Final SEIR, pursuant to Resolution No. 2264.

D. On February 26, 2009, following its certification of the Revised Final SEIR, the Industry City Council certified the 2008 Plan of Development pursuant to Resolution No. 2265.

E. Diamond Bar contends that during the administrative proceedings with respect to the Project, Diamond Bar objected to the 2004 FEIR, the Water Supply Assessment prepared by the Walnut Valley Water District with respect to the 2004 Plan of Development, the Draft SEIR, the Original Final SEIR, the Revised Final SEIR and the 2008 Plan of Development and the Industry City Council's certification or approval of, or reliance on, the same (collectively, the "Project Documents/Approvals") on numerous grounds, both orally and in writing.

F. Industry filed a Notice of Determination ("NOD") with respect to the 2008 Plan of Development on February 26, 2009.

G. Various disputes exist among the parties to this Agreement regarding the Project Documents/Approvals. Representatives of the Parties have negotiated the terms of a Settlement Agreement (the "Settlement Agreement") pursuant to which Diamond Bar would agree not to assert any legal challenge with respect to any of the Project Documents/Approvals in consideration of certain agreements by Industry and IEBC. On March 26, 2009, the Industry City Council approved Industry's execution of the Settlement Agreement. Authorized representatives of Industry have executed and delivered to Diamond Bar three (3) originals of the Settlement Agreement. A true and correct copy of the partially-executed Settlement Agreement is attached hereto as Exhibit "A". The Diamond Bar City Council currently intends to consider the approval of the Settlement Agreement at its regularly scheduled meeting on April 7, 2009, but has not yet approved, executed or delivered to Industry the Settlement Agreement.

H. Diamond Bar has informed Industry and IEBC that it intends to file a lawsuit prior to the expiration of the applicable statutes of limitation in order to preserve its rights pending its consideration of the Settlement Agreement. Industry and IEBC have requested that Diamond Bar defer filing a lawsuit and instead enter into this Agreement tolling the statutes of limitation, thereby avoiding commencement of an adversarial judicial process while consideration of a settlement is pending. Diamond Bar is agreeable to tolling the statutes of limitation in consideration for Industry's agreement that the partially executed Settlement Agreement constitutes an irrevocable offer of settlement for the term of this Agreement.

I. By this Agreement, the Parties desire and intend to toll the statutes of limitations with respect to any legal claims that Diamond Bar may have that relate to any of the Project Documents/Approvals and any other discretionary or ministerial approvals with respect to the Project (collectively, the "Project Actions"), so that Diamond Bar can consider whether to approve the Settlement Agreement and the Parties can potentially avoid litigation with respect to the Project Actions. Diamond Bar desires to (i) preserve its rights to commence and proceed with judicial proceedings in connection with any or all of the Project Actions in the event that, for any reason, Diamond Bar elects not to approve and execute the Settlement Agreement and (ii) ensure that Industry cannot revoke, rescind or withdraw its approval, execution or delivery to Diamond Bar of the Settlement Agreement prior to the Diamond Bar City Council's consideration of the Settlement Agreement as specified herein.

NOW, THEREFORE, in furtherance of the mutual desires set forth above, and in consideration of the mutual covenants and conditions set forth below, the Parties hereby agree as follows:

AGREEMENT

1. Tolling Agreement. Each Party agrees that the running of time under any statute of limitations, or by way of estoppel or laches or any other time-related defense, with respect to any legal claim that Diamond Bar has the right to assert with respect to the Project or any Project Action, and whether such Project Action occurs prior to or following the Effective Date of this Agreement, is hereby tolled from the Effective Date until 5:00 p.m., California time, on April 23, 2009 (the "Tolling Period"). Each Party further agrees that, (a) if Diamond Bar commences any litigation or any other judicial proceeding of any kind, nature or description against Industry and/or IEBC with respect to any of the Project Actions (a "Diamond Bar Judicial Proceeding"),

the Tolling Period shall not be asserted or relied upon in any way by Industry or IEBC to compute the running of time under any statute of limitations or other time-related defense to such Diamond Bar Judicial Proceeding, and (b) with respect to any Project Action for which the applicable statute of limitations has commenced to run prior to the expiration of the Tolling Period, such statute of limitations shall be deemed suspended for the entire duration of the Tolling Period.

2. Justifiable Reliance. Industry and IEBC acknowledge and agree that Diamond Bar is justifiably and reasonably relying upon the terms and conditions set forth in this Agreement, that the statutes of limitation at issue here are subject to being tolled, and that this Agreement is enforceable in accordance with its terms.

3. No Limitations. Nothing in this Agreement shall (a) prevent or otherwise limit Diamond Bar's right to commence a Diamond Bar Judicial Proceeding during the Tolling Period, or (b) shorten or otherwise limit the statutory period for the commencement of any Diamond Bar Judicial Proceeding.

4. No Revocation Of Offer. Industry agrees that it shall not, and shall have no right or authority to, revoke, rescind or withdraw its approval, execution or delivery to Diamond Bar of the Settlement Agreement at any time prior to 5:00 p.m., California time, on April 23, 2009, in order to provide the Diamond Bar City Council with an opportunity to consider whether to approve the Settlement Agreement at a regularly scheduled meeting conducted on or before April 23, 2009. Notwithstanding the foregoing, if Diamond Bar proposes any new or different terms, conditions, or provisions from those set forth in the Settlement Agreement, Industry will have to right to similarly propose new or different terms, conditions, or provisions from those set forth in the Settlement Agreement in response to Diamond Bar's counteroffer.

5. No Commitment. Nothing in this Agreement shall constitute a commitment on the part of Diamond Bar to approve the Settlement Agreement. Diamond Bar reserves all of its discretion to evaluate the Settlement Agreement on its merits and without regard to Industry's or IEBC's expectations. It is understood and agreed that this Agreement preserves Diamond Bar's right to commence a Diamond Bar Judicial Proceeding while its City Council considers whether to approve the Settlement Agreement, but does not provide to Industry or IEBC an expectation as to the outcome of Diamond Bar's discretionary review process.

6. Miscellaneous.

6.1 Governing Law. This Agreement is made and entered into in the State of California, and the rights and obligations of the Parties shall in all respects be construed and enforced in accordance with, and governed by, the laws of the State of California.

6.2 Integration. It is expressly understood and agreed that this Agreement contains the entire agreement and understanding of the Parties concerning the specific subject matter of this Agreement, and merges, supersedes and replaces all prior discussions, understandings, negotiations, agreements, representations, conditions, warranties, covenants and all other communications between the Parties, whether written or oral, relating to such subject matter; provided, however, that nothing in this Agreement shall affect the agreements and

understandings of the Parties with respect to the negotiations concerning the Settlement Agreement, except to the extent such negotiations relate specifically to the tolling arrangement and covenants set forth in this Agreement.

6.3 Waiver. No provision herein may be waived unless in writing and signed by the Party or Parties whose rights are thereby waived. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein. This Agreement may be modified or amended only by written agreement executed by all of the Parties.

6.4 Binding Effect. This Agreement shall bind, and shall inure to the benefit of, the Parties and their respective successors and assigns.

6.5 No Third Parties Benefited. Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than the Parties or their respective successors and assigns, any rights or benefits under or by reason of this Agreement. This Agreement is for the sole benefit of the Parties.

6.6 Preparation of Document. Each Party has cooperated in the drafting and preparation of this Agreement and, accordingly, the normal rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

6.7 Attorneys' Fees. In the event that any litigation shall be commenced concerning this Agreement or any Party's alleged breach of this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to such other relief as may be granted, its reasonable costs and expenses, including without limitation attorneys' fees and court costs, whether or not taxable, as awarded by a court of competent jurisdiction.

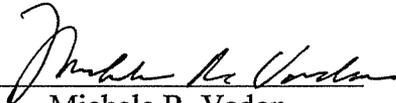
6.8 No Admission. Neither the execution of this Agreement nor any of the provisions herein shall operate in any way as an admission of fact, liability or responsibility by any Party in any way regarding the subject matter of this Agreement; provided, however, that the foregoing restriction on admissions of fact shall not apply with respect to (a) any legal action to enforce the terms of this Agreement or (b) Diamond Bar's response or defense to any claim by Industry and/or IEBC that any Diamond Bar Judicial Proceeding was not filed in a timely manner. In addition, this Agreement may not be introduced into or be admissible in any judicial proceeding other than (c) a judicial proceeding to enforce the terms of this Agreement or (d) a Diamond Bar Judicial Proceeding in which Industry and/or IEBC alleges that such Diamond Bar Judicial Proceeding was not filed in a timely manner.

6.9 Counterparts. This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties.

6.10 Authority. Each Party represents and warrants that all legal action necessary for effectuation and execution of this Agreement has been validly taken and that the individuals whose signatures appear below on behalf of each Party are duly authorized to execute this Agreement on behalf of the respective Parties, and to bind them to the terms hereof.

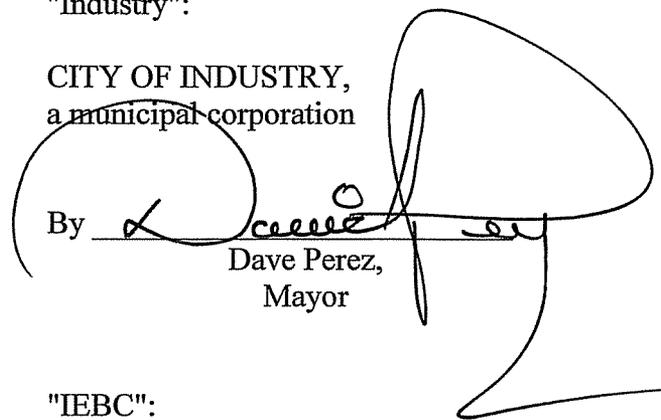
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

APPROVED AS TO FORM:

By 
Michele R. Vadon,
City Attorney

"Industry":

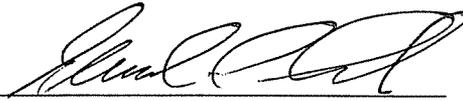
CITY OF INDUSTRY,
a municipal corporation

By 
Dave Perez,
Mayor

"IEBC":

INDUSTRY EAST BUSINESS CENTER,
a Delaware limited liability company

By Majestic Realty Co., a California
corporation, its manager

By 

By _____

APPROVED AS TO FORM:

By _____
Michael Jenkins,
City Attorney

"Diamond Bar":

CITY OF DIAMOND BAR,
a municipal corporation

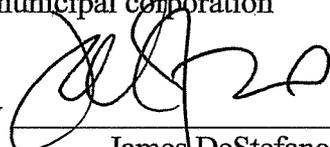
By 
James DeStefano,
City Manager

EXHIBIT "A"

PARTIALLY-EXECUTED SETTLEMENT AGREEMENT